

09-19-2002

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): HIGH IMPACT MARKETING LLC THOMAS HUGHES

9.16.02

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other Limited Liability Company

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: SmartHealth, Inc.

Internal Address:

Street Address: 3400 E McDowell Rd

City: Phoenix State: AZ Zip: 85008-7899

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Arizona Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date:

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 76/427,536

B. Trademark Registration No.(s) 2,450,408

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Susan Morgan

Internal Address:

Street Address: 3400 E McDowell Rd

City: Phoenix State: AZ Zip: 85008-7899

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41): \$ 80.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Meg Maxwell

Name of Person Signing

Signature

Signature

8/19/02

Date

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

09/19/2002 ANNED1 00000013 76427536

01 FC:481 02 FC:482

40.00 DP 25.00 DP

TRADEMARK REEL: 002584 FRAME: 0837

Refund Ref: 09/19/2002 ANNED1 0001249909

CHECK Refund Total: \$15.00

FINANCE SECTION 2002 SEP 16 PM 1:07

ASSIGNMENT OF TRADEMARKS
(Registered/Pending)

THIS ASSIGNMENT is made and entered into this 19 day of August, 2002, by and between HIGH IMPACT MARKETING LLC, a Colorado limited liability company, and THOMAS HUGHES (collectively, "Assignor"), and SMARTHEALTH, INC., an Arizona corporation ("Assignee").

I. Recitals

- 1.1 Assignor and Assignee have entered into that Agreement for Purchase of Assets, dated August 6, 2002, between Assignor as "Seller" and Assignee as "Buyer" ("Agreement"), in which Agreement Assignee has agreed to purchase certain assets, rights and properties of Assignor used in the conduct of Assignor's cosmetic dentistry marketing business known as High Impact Marketing ("Business")
- 1.2 Assignor owns certain registered and pending trademarks in connection with its Business ("Trademarks"), which Trademarks are more particularly described on Exhibit "A" attached hereto and by this reference incorporated herein.
- 1.3 Assignor desires to assign, transfer and deliver all right, title and interest of Assignor in and to the Trademarks to Assignee, and Assignee desires to accept the assignment, transfer and delivery of all right, title and interest of Assignor in and to the Trademarks on the terms and conditions set forth in this Assignment.

II. Terms and Conditions

NOW, THEREFORE, the parties hereto, for and in consideration of the mutual promises, covenants, conditions and agreements contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, covenant and agree as follows:

- 2.1 Assignment. Assignor hereby assigns, transfers and delivers all right, title and interest of Assignor in and to the Trademarks, together with all goodwill of the Business associated with the Trademarks, to Assignee, and Assignee hereby accepts the assignment, transfer and delivery of all right, title and interest of Assignor in and to the Trademarks, together with all goodwill of the Business associated with the Trademarks, on the terms and conditions set forth in this Assignment.
- 2.2 Representations of Assignor. Assignor covenants, warrants and represents, which covenants, warranties and representations shall be continuing covenants, warranties and representations, the following:
 - A. Assignor has the right to assign, transfer and deliver the Trademarks;
 - B. The Trademarks are presently in full force and effect;

- C. Assignee is not assuming any existing liabilities of Assignor in connection with the Trademarks;
 - D. The execution, delivery and performance of this Assignment has been duly and validly authorized and is lawfully binding and enforceable against Assignor in accordance with its terms; and
 - E. The execution and delivery of this Assignment by Assignor and the consummation of the transactions contemplated hereby do not conflict with or result in a breach of the terms, conditions and provisions of any instrument by which Assignor is bound.
- 2.3 Attorneys' Fees. In the event either party brings or commences any kind of action to enforce the terms and provisions of this Assignment, the prevailing party in such action shall be entitled to recover all costs and reasonable attorneys' fees incurred in connection therewith.
- 2.4 Binding Effect. This Assignment shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors and assigns.
- 2.5 Applicable Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Arizona.
- 2.6 Headings. The headings or captions of sections in this Assignment are for convenience or reference only, and in no way define, limit or describe the scope or intent of this Assignment or the provisions of such section.

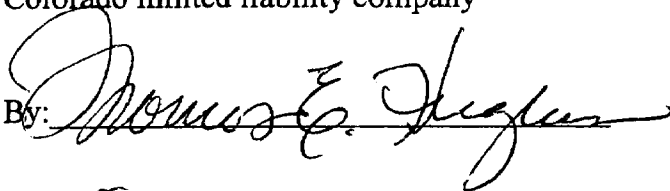
IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the day and year first above written.

ASSIGNOR:

ASSIGNEE:

HIGH IMPACT MARKETING LLC, a Colorado limited liability company

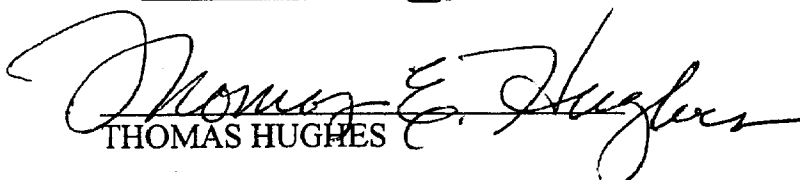
SMARTHEALTH, INC., an Arizona corporation

By: 

By: 

Its: owner

Its: Vice President of HD


THOMAS HUGHES

By: _____

Its: _____

EXHIBIT "A"

Trademarks

1. High Impact (Reg. No.: 2,450,408)
2. Smile After Smile (Serial No.: 76/427,536)

85029-00026.25

RECORDED: 09/16/2002

TRADEMARK
REEL: 002584 FRAME: 0840